§ 230.16

be complete on the day it shall be actually received by USAID at the Office of Development Credit, Bureau for Economic Growth, Agriculture and Trade, United States Agency for International Development, Washington, DC 20523-0030. Other addresses may be substituted for the above upon the giving of notice of such substitution to each Noteholder by first class mail at the address set forth in the Note Register.

§ 230.16 Governing law.

This Guarantee shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

APPENDIX A TO PART 230—APPLICATION FOR COMPENSATION

United States Agency for International Development

Washington, DC 20523

Ref: Guarantee dated as . 19 Gentlemen:

You are hereby advised that payment of ___ (consisting of \$___ of principal, \$__ interest and \$\frac{1}{2} in Further Guaranteed Payments, as defined in \$230.02(f) of the in Further Guaranteed Standard Terms and Conditions of the abovementioned Guarantee) was due on 20 , on \$ principal amount of Notes held by the undersigned of the Government of Israel, on behalf of the State of Israel (the "Borrower"). Of such amount \$ received on such date and has not been received by the undersigned at the date hereof. In accordance with the terms and provisions of the above-mentioned Guarantee, the undersigned hereby applies, under §230.08 of said Guarantee, for payment of \$____, representing \$____, the Principal Amount of the presently outstanding Note(s) of the Borrower held by the undersigned that was due and payable on ____ and that remains unpaid, and \$___, the Interest Amount on such and that remains un-Note(s) that was due and payable by the Borand that remains unpaid, rower on and \$___ in Further Guaranteed Payments, 1 plus accrued and unpaid interest thereon from the date of default with respect to such payments to and including the date payment in full is made by you pursuant to said Guarantee, at the rate of % per annum, being the rate for such interest accrual specified in such Note. Such payment is to be made at [state payment instructions of Noteholder].

All capitalized terms herein that are not otherwise defined shall have the meanings assigned to such terms in the Standard Terms and Conditions of the above-mentioned Guarantee.

[Name of Applicant]

Bv: Name: Title: Dated:

PART 231—ARAB REPUBLIC OF **EGYPT** LOAN **GUARANTEES** ISSUED UNDER THE EMERGENCY WARTIME SUPPLEMENTAL APPRO-PRIATIONS ACT OF 2003, PUBLIC LAW 108-11-STANDARD TERMS AND CONDITIONS

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231.01 Purpose.

231.02 Definitions.

231.03 The Guarantee. 231.04 Guarantee eligibility.

231.05 Non-impairment of the Guarantee.

231.06 Transferability of Guarantee; Note Register.

231.07 Fiscal Agent obligations.

231.08 Event of Default; Application for Compensation; payment.

231.09 No acceleration of Eligible Notes.

231.10 Payment to USAID of excess amounts received by a Noteholder.

231.11 Subrogation of USAID.

231.12 Prosecution of claims.

231.13 Change in agreements.

231.14 Arbitration.

231.15 Notice.

231.16 Governing law.

APPENDIX A TO PART 231—APPLICATION FOR COMPENSATION

AUTHORITY: Emergency Wartime Supplemental Appropriations Act, 2003, Pub. L. 108-11, chapter 5, title I, "Economic Support Fund", para. (2).

SOURCE: 70 FR 56102, Sept. 23, 2005, unless otherwise noted.

§ 231.01 Purpose.

The purpose of the regulations in this part is to prescribe the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Arab Republic of Egypt ("Borrower"), pursuant to the Emergency Wartime Supplemental Appropriations Act of 2003, Public Law 108-11.

¹In the event the Application for Compensation relates to Further Guaranteed Payments, such Application must also contain a statement of the nature and circumstances of the related loss.